

10-06-04

2877
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application of: Yguerabide *et al.*

Confirmation No.: 7432

Serial No.: 10/084,844

Art Unit: 2877

Filed: February 25, 2002

Examiner: To Be Assigned

For: METHODS FOR PROVIDING
EXTENDED DYNAMIC RANGE
IN ANALYTE ASSAYS

Attorney Docket No.: 11032-018-999

TRANSMITTAL OF REVOCATION AND POWER OF ATTORNEYCommissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

Submitted herewith is a Revocation and Power of Attorney executed by Alan Hammond, Chief Patent Counsel of Invitrogen Corporation, on June 2, 2004. Copies of the assignment and other documents in the chain of title of the above-identified patent application are attached.

It is respectfully requested that the enclosed Revocation and Power of Attorney be made of record in the file of the above-identified patent application.

It is estimated that no fee is due in connection with this transmittal. In the event that a fee is required, please charge the required fee to Jones Day Deposit Account No. 50-3013.

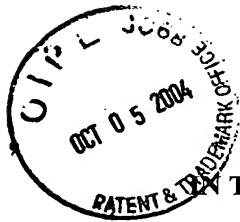
Respectfully submitted,

Date: October 5, 2004

Laura A. Coruzzi 30,742
Laura A. Coruzzi (Reg. No.)

By: T. Christopher Tsang 40,258
T. Christopher Tsang (Reg. No.)
JONES DAY
222 East 41st Street
New York, New York 10017-6702
(212) 326-3939

Enclosures



POWER OF ATTORNEY

THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application of: Yguerabide *et al.*

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Attorney Docket No.: 11032-018-999

REVOCATION AND POWER OF ATTORNEY

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

Invitrogen Corporation hereby revokes any and all previous powers and appoints:

☒ Practitioners at Customer Number 20583

as its attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith.

Please direct all correspondence address for the above-identified application to:

☒ The above mentioned Customer Number.

☒ Firm or Individual Name:

Address: Jones Day, 222 East 41st Street, New York, New York 10017

Telephone: (212) 790-2803

Statement Under 37 C.F.R. 3.73(b)

Invitrogen Corporation states that it is:

- ☒ the assignee of the entire right, title, and interest; or
☐ an assignee of less than the entire right, title and interest.
The extent (by, percentage) of its ownership interest is %

in the patent application/patent identified above by virtue of either:

- ☐ An assignment from the inventor(s) of the patent application/patent identified above.
The assignment was recorded in the United States Patent and Trademark Office on
at Reel , Frame , or for which a copy thereof is attached.

OR


- ☒ A chain of title from the inventor(s), of the patent application/patent identified above,
to the current assignee as shown below:

1. From: Juan Yguerabide, Evangelina Yguerabide, Laurence Warden and Todd Peterson
To: Genicon Sciences Corporation
A copy of an Assignment which was recorded in the United States Patent and Trademark Office on July 2, 2002 at Reel 013065, Frame 0179 is attached.

2. From: Genicon Sciences Corporation To: Invitrogen Corporation
Copies of a Bill of Sale and a Schedule 2.1(a)(ii) - Patents are attached.

- ☐ Additional documents in the chain of title are listed on a supplemental sheet.
- ☐ Copies of assignments or other documents in the chain of title are attached.
[Note: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Date: June 2, 2004 ASSIGNEE: Invitrogen Corporation
Signature: 
Typed Name: Alan Hammond
Position/Title: Chief Patent Counsel

ASSIGNMENT

WHEREAS, WE, Juan Yguerabide, Evangelina Yguerabide, Laurence Warden and Todd Peterson, ASSIGNORS, citizens of the United States, residing at 9505 Poole Street, La Jolla, California 92037; 9505 Poole Street, La Jolla, California 92037; 12913 Camino del Valle, Poway, California 92064; and 32 Catspaw Cape, Coronado, California 92118, respectively, are the inventors of the invention in METHODS FOR PROVIDING EXTENDED DYNAMIC RANGE IN ANALYTE ASSAYS for which we have executed an application for a Patent of the United States

☐ which is executed on ☐ even date herewith or ☐ _____

☒ which is identified by Pennie & Edmonds LLP docket no. 11032-018-999

☒ which was filed on February 25, 2002, Application No. 10/084,844

and WHEREAS, Genicon Sciences Corporation, a California Corporation having its principal place of business at 11585 Sorrento Valley Road, San Diego, California 92121, ASSIGNEE is desirous of obtaining our entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, our entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant and agree that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

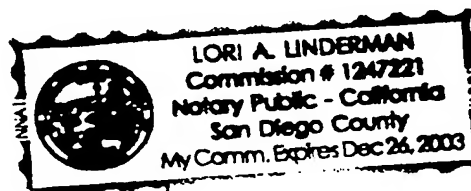
IN TESTIMONY WHEREOF, We hereunto set our hands and seals the day and year set opposite our respective signatures.

Date May 29, 2002 Juan Yguerabide L.S.

State of _____
County of _____ } SS.:

On May 29, 2002, before me, Lori A. Linderman, Notary Public, personally appeared Juan Yguerabide, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal



Date 5-29-02, 2002, Evangelina Yguerabide L.S.

State of _____ }
County of _____ } SS.:

On May 29, 2002, before me, Lori A. Linderman, Notary Public, personally appeared Evangelina Yguerabide, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

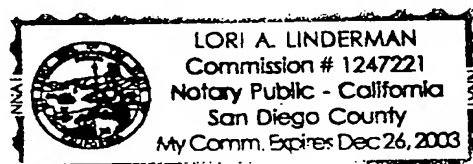


Date 5/20, 2002, Laurence Warden L.S.

State of California }
County of San Diego } SS.:

On May 20, 2002, before me, Lori A. Linderman, Notary Public, personally appeared Laurence Warden, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

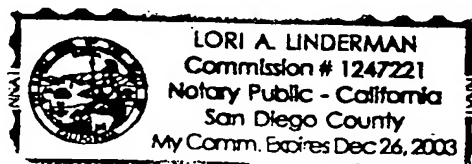


Date May 20, 2002, Todd Peterson L.S.

State of California }
County of San Diego } SS.:

On May 20, 2002, before me, Lori A. Linderman, Notary Public, personally appeared Todd Peterson, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal



BILL OF SALE

THIS BILL OF SALE (the "Bill of Sale"), is made, delivered and effective as of 12:01 a.m., PDT time, on July 3, 2003, by Genicon Sciences Corporation, a California corporation (the "Seller"), in favor of Invitrogen Corporation, a Delaware corporation (the "Buyer"). All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement described below.

WHEREAS, the Seller and the Buyer have entered into an Asset Purchase Agreement dated as of June 27, 2003 (the "Agreement") pursuant to which the Seller has agreed to sell, convey, assign, transfer and deliver to the Buyer (or one or more of its assignees) all of its right, title and interest in and to the Business Assets, and the Buyer has agreed to purchase and acquire from the Seller such assets, in the manner and upon the terms set forth in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby sells, conveys, assigns, transfers and delivers to the Buyer all of the right, title and interest of the Seller in and to the Business Assets, to have and to hold such assets unto the Buyer and its successors and assigns, and for its and their own use, forever.

The Seller hereby constitutes and appoints the Buyer and its successors and assigns, the true and lawful attorney, irrevocably, of the Seller, with full power of substitution, in the name of the Seller or otherwise, and on behalf and for the benefit of the Buyer and its successors and assigns, (a) to demand and receive from time to time any and all assets hereby sold, conveyed and assigned or intended so to be, and to give receipts, releases and acquittances for and in respect of the same or any part thereof, and (b) from time to time to institute, prosecute, compromise and settle as the Seller's assignee, any and all proceedings, at law, in equity or otherwise, which the Buyer and its successors and assigns may deem proper to collect, assert or enforce any claim, title or right hereby sold, conveyed and assigned or intended so to be, that the Buyer and its successors and assigns shall deem desirable. The Seller hereby declares that the foregoing powers are coupled with an interest and shall be irrevocable by Seller.

The Seller hereby covenants that it will, whenever and as often as reasonably required so to do by the Buyer, execute, acknowledge and deliver any and all such other and further deeds, assignments, transfers, conveyances, confirmations, powers of attorney and any instruments of further assurance, approvals and consents as the Buyer may reasonably require in order to complete, insure and perfect the transfer, conveyance and assignment to the Buyer of all the right, title and interest of the Seller in and to the Business Assets hereby sold, conveyed or assigned, or intended so to be.

This Bill of Sale is delivered pursuant to and in accordance with the Agreement. The Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided in the Agreement. In the event of any conflict between the terms of the Agreement and the terms of this Bill of Sale, the terms of the Agreement shall govern. Reference is made to Article III of the Agreement for certain representations and warranties made to the Buyer by the Seller relating to the Business Assets and the conveyance evidenced herein

and nothing contained in this Bill of Sale shall be interpreted or construed to limit any representations or warranties under the Agreement.

This Bill of Sale and any disputes hereunder shall be governed by and construed in accordance with the internal laws of the S conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of California.

IN WITNESS WHEREOF, this Bill of Sale has been executed by a duly authorized officer of the Seller as of the day and year first written above,

By: 

Name:

PATRICK J. MALLON

Title:

PRESIDENT + CEO



Schedule 2.1(a)(ii) - Patents

List of Patents and Patent Applications

Patent Serial Number	Country	Publication No.	Issued Patent No.
GEN-001 and -002 Analyte Assay Using Particulate Labels			
60/016,383	US		
08/844,217	US		6,214,560
US97/06584	PCT	WO 97/401 81	
28056/97	AU		736340
PI9710836-7	BR		
2,253,710	CA		
97195868.8	CN		
97922363.3	EP		
99105632.5	HK		
126544	IL		
538227/97	JP		
98121007	RU		
9805511-4	SG		60364
GEN-003 Analyte Assay Using Particulate Labels			
08/953,713	US	US/2002/0028519	
09/932,128	US		
09/931,729	US	US/2002/0045276	
10/283,950	US		
US98/23160	PCT	WO 99/20789	
129431/99	AU		
PI9814821-4	BR		
2307280	CA	2,307,280	
98812279.0	CN	1282378	
98956415.8	EP	1 023 456	
01104872.4	HK		
135696	IL		
517107/2000	JP		
200112095	RU		
200002069-3	SG		72353
GEN-007 Use of Light Scattering Particles			
09/906,580	US	US/2003/0020910	
GEN-009 Plasmon Resonant Particles (Schultz/UCSD/Seashell)			
09/027048	US		6,180,415
09/740,615	US	US/2001/0002315	
US98/02995	PCT	WO 98/374 17	
61890/98	AU		
2,280,794	CA		
10-596774	JP		
98906473.8	EU		

20/551397.1

GEN-010 and -011 **Ligand Gold Particles** **(AKZO / Shigekawa)**

07/622,462	US		5,294,369
08/185,103	US		5,384,073
91203125.9	EP		0 489 465
0914180	IE		0075725
0915727A	FI		0102417
02056843	CA		
322163	JP	6116602	
0022122	KR		0163790
9109526	ZA		

GEN-004 and -012 **Assay for Genetic Polymorphisms**

60/210,988	US	
09/880,732	US	US/2002/0127561
US01/18912	PCT	WO 01/96604

GEN-005 and -015 **Methods for Providing Extended Dynamic Range**

10/084,844	US	US/2003/0096302
US02/05928	PCT	WO 02/068932

GEN-008, -016 and -017

60/317,543	US
60/364,962	US
60/376,049	US

GEN-018 **Apparatus for Reading Signals**

10/236,103	US	US/2003/0112432
US02/28566	PCT	

GEN-019 **Method and Apparatus for Normalization**

10/236.169	US
US02/28475	PCT

GEN-013 and -020 **Sample Device**

09/948,058	US
10/236,888	US
US02/283396	PCT